

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract ID Code Firm-Fixed-Price		Page 1 Of 7	
2. Amendment/Modification No. P00007		3. Effective Date 2003AUG27		4. Requisition/Purchase Req No. SEE SCHEDULE		5. Project No. (If applicable)	
6. Issued By TACOM WARREN BLDG 231 AMSTA-AQ-ADEAT MAJ KATHERINE THOMAS (586)574-8288 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: THOMASK@TACOM.ARMY.MIL		Code W56HZV		7. Administered By (If other than Item 6) DCMA SAN ANTONIO 615 EAST HOUSTON STREET P.O. BOX 1040 SAN ANTONIO TX 78294-1040		Code S4404A	
				SCD C PAS NONE ADP PT HQ0339			
8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) MECHANICAL EQUIPMENT COMPANY, INC. 1615 POYDRAS SUITE 1400 NEW ORLEANS, LA. 70112-1272 TYPE BUSINESS: Other Small Business Performing in U.S.				<input type="checkbox"/>		9A. Amendment Of Solicitation No.	
				<input type="checkbox"/>		9B. Dated (See Item 11)	
				<input checked="" type="checkbox"/>		10A. Modification Of Contract/Order No. DAAE07-02-D-T019	
				<input type="checkbox"/>		10B. Dated (See Item 13) 2002AUG14	
Code 76371		Facility Code					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendments: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. Accounting And Appropriation Data (If required) NO CHANGE TO OBLIGATION DATA							
13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS							
KIND MOD CODE: G It Modifies The Contract/Order No. As Described In Item 14.							
<input type="checkbox"/> A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A.		The Changes Set Forth In Item 14 Are Made In					
<input type="checkbox"/> B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).							
<input checked="" type="checkbox"/> C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of: mutual consent of both parties							
<input type="checkbox"/> D. Other (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return _____ copies to the Issuing Office.							
14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) SEE SECOND PAGE FOR DESCRIPTION							
Contract Expiration Date: 2007DEC31							
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. Name And Title Of Signer (Type or print)				16A. Name And Title Of Contracting Officer (Type or print) YVETTE THOMPSON THOMPSON@TACOM.ARMY.MIL (586)574-7356			
15B. Contractor/Offeror _____ (Signature of person authorized to sign)		15C. Date Signed		16B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)		16C. Date Signed 2003AUG27	
NSN 7540-01-152-8070 PREVIOUS EDITIONS UNUSABLE				30-105-02		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-02-D-T019 MOD/AMD P00007	Page 2 of 7
Name of Offeror or Contractor: MECHANICAL EQUIPMENT COMPANY, INC.		

SECTION A - SUPPLEMENTAL INFORMATION

1. The purpose of modification P00007 to contract DAAE07-02-D-T019 is to correct paragraph one (1) of modification P00003 and add paragraph H.37.5 to modification P00003.

2. Paragraph one (1) to modification P00003 is corrected as follows:

1. The purpose of modification P00003 to contract DAAE07-02-D-T019 is to add one each HMMWV, M1097 as Government Furnished Property. The Government shall furnish the HMMWV for the contractor's use in validating the transportability requirements of the First Article Test units and to design and test the ramp and monster hand truck designed for off-loading the generator:

Nomenclature: HMMWV, M1097
Quantity: 1 Each
National Stock Number: 2320-01-380-8604
Condition Code A
Serial Number 177665
Acquisition Cost: \$61,665

3. Paragraph H.37.5 is added to modification P00003 as follows:

H.37.5 The Government shall furnish one HMMWV, M1097 as Government Furnished Property. The Government shall furnish the HMMWV for the contractor's use in performing Contract DAAE07-02-D-T019 to validate the transportability requirements of the First Article Test units and to design and test the ramp and monster hand truck designed for off-loading the generator.

(a) Nomenclature: HMMWV, M1097
Quantity: 1 Each
National Stock Number: 2320-01-380-8604
Condition Code A
Serial Number 177665
Acquisition Cost: \$61,665

(b) The HMMWV described above is currently located at Rock Island, IL (W52H1C). The Point of Contact for Rock Island is:

Gary Taylor
PM for Arsenal Plans and Programs
ATTN: SOSRI-AP
Rock Island Arsenal, IL 61299-5000

Business Phone: Commercial (309) 782-3777

(c) The parties agree the Government will furnish the HMMWV to MECO at Rock Island, IL.

(d) MECO agrees to pay all expenses or liability resulting from transportation of the HMMWV from Rock Island, IL to include packaging, handling, storage, and receipting.

(e) The HMMWV unit shall not be modified or altered in any manner and shall be maintained and returned in as good as condition as when furnished; fair wear and tear expected.

(f) MECO agrees to return the HMMWV to Rock Island, IL by December 2004.

(g) The HMMWV described above shall not be transferred from one contract to another or disposition instructions issued unless coordinated or approved through the Procurement Contracting Officer.

4. All other terms and conditions remain unchanged.

*** END OF NARRATIVE A 005 ***

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-02-D-T019 MOD/AMD P00007	Page 3 of 7
Name of Offeror or Contractor: MECHANICAL EQUIPMENT COMPANY, INC.		

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.26 RESERVED

H.27 RESERVED

H.28 AUTHORIZED DEVIATIONS IN CLAUSES

H.28.1 The use in this contract of any Federal Acquisition Regulations (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.

H.28.2 The use in this contract of any DOD Federal Acquisition Regulations (48 CFR 2) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

H.29 RESERVED

H.30 ESSENTIALITY and MATERIALITY OF DELIVERY SCHEDULE

For purposes of the payment clause of this contract is is agreed and understood that the unit delivery schedule and data delivery schedule are a material requirement of the contract. The Government may reduce or suspend payments in the event the Contractor becomes delinquent in deliveries or where it is evident that delivery will not be timely because of the Contractor failure to make progress.

H.31 DATA RESPONSIBILITY

Recognizing that a visual review, by the Government, of data delivered or released under this contract may be insufficient to prove out their adequacy or intended use, the Contractor shall certify prior to contract completion, that to the best of its knowledge and belief all such data are complete and conform to the data requirements of this contract. Failure of related data, made under the terms of this contract, or meet the requirements thereof shall be cause for rejection as unacceptable. Prior to final acceptance of related data by the Government, the Contractor shall submit evidence that data reject as unacceptable have been corrected. Notwithstanding such final acceptance, the Government may require the Contractor to remedy by correction or replacement, as directed by the Contracting Officer, data deficiencies (1) at any time during the performance of this contract, and (2) for a period of three (3) years thereafter, in accordance with the Special Provision of this contract entitled "Warranty of Data".

H.32 IMPACT OF DATA DELIVERABLES ON HARDWARE

H.32.1 In the event that the scheduled contract data requirements identified in Exhibit A are not delivered in the quantities and within the time frames specified or fail to meet the requirements cited in the contract, the Government shall have the right to refuse to inspect and accept any LWP units, at no cost to the Government, until the deficient delivery of said data requirements shall have been corrected by the Contractor and approved by the Government.

H.32.2 In addition, the Government reserves the right to unilaterally extend the delivery schedule of the LWP units at no cost to the Government, by a period of time equal to the delay in delivery of acceptable contract data requirements, and shall further have the right to refuse to inspect and accept LWP units in advance of the extended delivery schedule.

H.32.3 If the Contractor is receiving progress payments from the Government, the Government shall have the right to suspend the progress payments until such time that the Contractor proves to the satisfaction of the Government that his plan of corrective action to remedy the deficiencies and to meet a revised delivery schedule is achievable and, therefore, acceptable. If the Contractor can not prove to the satisfaction of the Government that his plan of corrective action and revised delivery schedule are achievable, the progress payments shall remain suspended until the contract data requirements in question are delivered and accepted by the Government.

H.32.4 The Contractor shall have the full responsibility for maintenance and storage of all LWP units at no cost to the Government should the Contracting Officer invoke this clause.

H.33 CONTRACTOR RESPONSIBILITY FOR AR 700-142 MATERIAL RELEASE SUPPORT

H.33.1 Contractors need to be aware that TACOM must meet the requirements of AR 700-142 and obtain formal "Material Release" prior to introducing a new item for use by active Army units, and that the end item required hereunder qualifies as a "new item". In addition to the actual test items provided by contractors to demonstrate operational performance, there are significant information requirements as

<p>CONTINUATION SHEET</p>	<p>Reference No. of Document Being Continued</p> <p>PIIN/SIIN DAAE07-02-D-T019 MOD/AMD P00007</p>	<p>Page 4 of 7</p>
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Name of Offeror or Contractor: MECHANICAL EQUIPMENT COMPANY, INC.

called out in this contract that are needed to support the AR 700-142 Material Release. Contractors should familiarize themselves with the relationship between the information requirements of the contract and the requirements for a material release. A significant, critical part of the support of the material release is based on the data and information provided under this contract.

H.33.2 Contractors play a crucial role in a successful material release by providing accurate and timely data and information allowing TACOM to prepare a material release package that will satisfy the detailed requirements of AR 700-142. The Government has allowed sufficient time in the contract delivery schedule for the preparation and acceptance of the data and documents required to obtain a full material release prior to fielding of the equipment.

H.33.3 Failure to provide accurate and timely data as required by the contract causes the Army significant harm, both operationally and financially. Failure to provided the needed capability damages the Army's ability to perform its mission, and causes financial loss because of disrupted training schedules and storage costs due to inability to field.

H.33.4 The Contractor is hereby advised that failure to provide timely, and accurate information and hardware as required by the contract which is necessary for the material release process may be cause for refusal of acceptance of hardware end items required by this contract. The Government will assume no liability for any costs associated with such refusal. Acceptance of hardware end items may not proceed until the contractor complies with all data requirements under the contract necessary to complete a full AR 700-142 Material Release. Furthermore, any contractually authorized or other delay in delivery of data and information will be accomplished by a corresponding delay, at the Government's option, in delivery of hardware items, such that the interval between the delivery of data and information and the hardware end item is maintained as originally written.

H.33.5 Finally, failure to deliver information and data as required hereunder will trigger withholding under the "Limitation on Withholding of Payment's" clause FAR 52.232-9, in the amount of \$500 for each deliverable not accepted per the contract.

H.34 PRIORITY RATING

A priority rating of DO-A4 is assigned to this contract and it is certified for National Defense use under DMS Regulation 1. The Contractor shall take all necessary actions to extend this rating to its suppliers or subcontractors where required.

H.35 REPRESENTATIONS, CERTIFICATIONS, and OTHER STATEMENTS OF OFFEROR

The Representations, certifications, and other statements of offeror (Section K) submitted in response to this contract and solicitation are hereby incorporated into the contract by reference. A copy of the Section K is in possession of both parties.

H.36 NOTIFICATION OF INCONSISTENCIES

Should the Contractor discover or suspect any inconsistencies among contract provisions, requirements, specifications, or documents, he shall immediately notify the Procuring Contracting Officer in writing.

H.37 GOVERNMENT FURNISHED PROPERTY, MATERIAL, or INFORMATION

H.37.1 The Government shall furnish the following property, material, or information in sufficient quantities, and in a timely manner to assist in the manufacture of the LWP system.

(a) 3Kw Tactical Quite Generator; one each to be provided for every LWP produced. The Government will provide the generators a minimum of 30 days prior to the scheduled delivery date. Contractor will operate each LWP with its assigned generator prior to shipment.

NOMENCLATURE: Generator Set, DED, 3kW, 60Hz
MODEL NUMBER: MEP-831A
NSN: 6115-01-285-3012
LIN: G18358
SSN: M58100
SPECIFICATION: PD 6115-0076A
WET WEIGHT: 326 LBS
FUEL CONSUMPTION: .33 GAL/HR
RELIABILITY: 500 HR MTBOMF
DIMENSIONS: L x W x H (inches): 34.8 inches x 27.8 inches x 26.5 inches
CUBE: 14.83 cu ft
QUANTITY: 1 EACH PER SYSTEM
SKID MOUNTED
ESTIMATED COST IS \$10,000 EACH

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-02-D-T019 MOD/AMD P00007	Page 5 of 7
Name of Offeror or Contractor: MECHANICAL EQUIPMENT COMPANY, INC.		

(b) LWP technical manuals, one each to be provide for every LWP produced. The Government will provide the manuals a minimum of 30 days prior to scheduled delivery.

(c) One LWP prototype unit. The unit furnished as is, the contractor is responsible for routine maintenance and upkeep of the unit.

H.37.2 In addition to the items listed above, the Government reserves the right to furnish additional property, material, or information to the Contractor or to increase the quantities specified above.

H.37.3 If additional property, material, or information is provided, the Contractor shall promptly take such action as the Contracting Officer may direct with respect to the additional item(s). In the event the Government exercises its right under this paragraph, the parties will agree to equitably adjust the contract price and/or delivery schedule and/or performance dates in accordance with the procedures provided for in the "Changes" clause of this contract. The Contractor shall submit either a proposal for equitable adjustment or rationale for no equitable adjustment within thirty (30) days following the Contracting Officer's notice of change. Failure to agree to an equitable adjustment shall be a dispute concerning a question of fact within the meaning of the "Disputes" clause.

H.37.4 All property furnished pursuant to this paragraph shall be subject to the provisions of the "Government Property" clause of this contract.

H.37.5 The Government shall furnish one HMMWV, M1097 as Government Furnished Property. The Government shall furnish the HMMWV for the contractor's use in performing Contract DAAE07-02-D-T019 to validate the transportability requirements of the First Article Test units and to design and test the ramp and monster hand truck designed for off-loading the generator.

(a) Nomenclature: HMMWV, M1097
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(b) The HMMWV described above is currently located at Rock Island, IL (W52H1C). The Point of Contract for Rock Island, IL is:

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(c) The parties agree the Government will furnish the HMMWV to MECO at Rock Island, IL.

(d) MECO agrees to pay all expenses or liability resulting from transportation of the HMMWV from Rock Island, IL.

(e) The HMMWV unit shall not be modified or altered in any manner and shall be maintained and returned in as good as condition as when furnished; fair wear and tear expected.

(f) MECO agrees to return the HMMWV to Rock Island, IL by December 2004.

(g) The HMMWV described above shall not be transferred from one contract to another or disposition instructions issued unless coordinated or approved through the Procurement Contracting Officer.

H.38 EQUITABLE ADJUSTMENT FOR GOVERNMENT FURNISHED GENERATORS

The parties to this contract acknowledge that the contract unit prices were negotiated based on a failure rate/defective rate for Government furnished generator not to exceed 5% per program year. If the percent of defective Government furnished for a given program year exceeds 5% of the units supplied, the contractor may request an equitable adjustment. The equitable adjustment applies only to additional QDR's. Following completion of a program years delivery, the contractor shall notify the Government within 30 days of its intent to submit a proposal for equitable adjustment. A proposal shall be submitted within 30 days of the notification.

H.39 ORDERING PERIOD

For purpose of this contract the ordering period, program year, and option period are as set forth below.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-02-D-T019 MOD/AMD P00007	Page 6 of 7
Name of Offeror or Contractor: MECHANICAL EQUIPMENT COMPANY, INC.		

PROGRAM YEAR 1 Day of contract award through 31 Dec 2003
PROGRAM YEAR 2 1 Jan 2004 through 31 Dec 2004
PROGRAM YEAR 3 1 Jan 2005 through 31 Dec 2005
PROGRAM YEAR 4 1 Jan 2006 through 31 Dec 2006
PROGRAM YEAR 5 1 Jan 2007 through 31 Dec 2007

H.40 ORDERING and/or OPTION PRICE

The price applicable to an individual order or option is the price for the contract year in which the order or option is issued. The delivery date does not determine the contract price.

H.41 OPTION - LONG TERM STORAGE PACKAGING REQUIREMENTS

The parties to this contract agree and understand that LWP units were negotiated to be delivered with short term storage packaging requirements. The Government shall have the unilateral right to acquire long term storage requirements at the price indicated in Section B.5.1 of this contract. The Government may exercise this option by giving written notification to the contractor [a contract modification or delivery order]. The Government's unilateral right shall commence as of date of contract award and shall expire the last day of program year five. The Government to the maximum extent possible shall attempt to exercise this option concurrently when issuing delivery orders for new units.

H.42 OPTION - CONTROLLED HUMIDITY STORAGE PACKAGING REQUIREMENTS

The parties to this contract agree and understand that LWP units were negotiated to be delivered with short term storage packaging requirements. The Government shall have the unilateral right to acquire controlled humidity storage requirements at the price indicated in Section B.5.2 of this contract. The Government may exercise this option by giving written notification to the contractor [a contract modification or delivery order]. The Government's unilateral right shall commence as of date of contract award and shall expire the last day of program year five. The Government to the maximum extent possible shall attempt to exercise this option concurrently when issuing delivery orders for new units.

H.43 OPTION - PACKAGING OF HAZARDOUS MATERIEL (HAZMAT) COMPONENTS OF END ITEMS (COEI) VIA INTERNATIONAL AIR TRANSPORT STORAGE REQUIREMENTS

The parties to this contract agree and understand that LWP units were negotiated to be delivered with short term storage requirements for packaging. The Government shall have the unilateral right to acquire packaging of HAZMAT COEI via international air transport for urgent requirements at the price indicated in Section B.5.2 of this contract. The Government may exercise this option by given written notification to the contractor [a contract modification or delivery order]. The Government's unilateral right shall commence as of date of contract award and shall expire the last day of program year five. The Government to the maximum extent possible shall attempt to exercise this option concurrently when issuing delivery orders for new units.

H.44 OPTION - NEW EQUIPMENT TRAINING

H.44.1 The Government shall have the unilateral right to acquire up to 286 New Equipment Training Classes at the prices set forth in Section B of this contract. The Government may exercise this option by giving written notice to the contract [contract modification or delivery order]. The Government's unilateral right to exercise this option shall commence 1 year after contract award and shall expire 31 Dec 2007. This option may be exercised in one or more increments, for a total of up to 286 classes. Training dates and location will be provided by the Government at the time the option is exercised, but not less than thirty (30) days prior to the start of a class for CONUS and ninety (90) days prior to OCONUS class.

H.44.2 Should the Government exercise this option, the Contractor shall conduct the training course in accordance with the requirements of C.24.1.

H.44.3 All classes must be completed not later than 31 Dec 2007.

H.45 OPTION - DISTANCE LEARNING

The Government shall have the unilateral right to acquire a Distance Learning Package at the price(s) set forth in Section B of this

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 7 of 7
	PIIN/SIIN DAAE07-02-D-T019	MOD/AMD P00007	

Name of Offeror or Contractor: MECHANICAL EQUIPMENT COMPANY, INC.

contract. The Government may exercise this option by giving written notice to the contractor (contract modification or delivery order). The Government's unilateral right to exercise the option shall commence 1 year after contract award and shall expire 31 Dec 2007. If this option is exercised, 90 days from date of exercising the option, Contractor shall comply with the terms of paragraph C.25 of this contract.

H.46 OPTION - FIELD SERVICE REPRESENTATIVES CONUS AND OCONUS

The Government shall have the unilateral right to acquire up to 650 man-days of Field Service Representatives for both CONUS and OCONUS locations at the prices set forth in Section B of this contract. The Government may exercise all or any portion of this option by giving the Contractor written notification [a contract modification or delivery order]. The Government's unilateral right to exercise the option shall commence 1 October 2003 and shall expire 31 Dec 2007. If this option is exercised, the Contractor shall comply with the terms of paragraph C.26 of this contract.

*** END OF NARRATIVE H 001 ***